

January 13, 2022

**VIA ELECTRONIC AND REGULAR MAIL**

Mr. James E. Hyman  
755 Westover Road  
Stamford, CT 06902  
hymanjames@gmail.com

**Re: Your Employment with Valitas Health Services, Inc.**

Dear Mr. Hyman,

The undersigned represents Valitas Health Services, Inc. If you are represented by legal counsel, please provide this letter to your attorney and ask them to provide me with notice of representation.

As you are aware, your employment with Valitas Health Services, Inc. and its affiliates (the "Company") was terminated effective as of December 3, 2021, per your resignation letter. The Company continued to pay your salary through December 31, 2021. While the Company accepted your resignation as a courtesy to you to enable your graceful departure, make no mistake, as discussed herein, the Company has sufficient grounds for and considers your termination to have been for Cause, pursuant to Section 6(a)(ii)(C)(2) of the Executive Employment Agreement dated September 3, 2019, between you and the Company, which states:

(C) Cause. The Company shall have the right to terminate the Executive's employment hereunder immediately for Cause (subject to any cure periods and notice requirements set forth in this Section 6(a)(ii)(C)). In the event of a termination for Cause, if the Executive shall then be a member of the Board, he shall immediately resign from such position and from all other positions held by the Executive with the Company or its affiliates. For purposes of this Agreement, "Cause" shall mean the Executive's: ... (2) continued failure to substantially perform his material duties with the Company (other than any such failure resulting from Executive's incapacity due to Disability, the employment termination provisions of which are described above), which is not cured within five calendar days after receipt by the Executive of written notice of such failure...

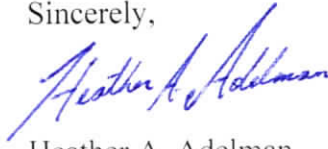
During your tenure as the Company's chief executive officer, company revenues dropped by more than 90% and the Company was on the brink of imminent bankruptcy. Indeed, as of the date of your resignation, the Company had more than \$325 million in outstanding liabilities. It is our position that this failure was not curable – within five calendar days or any other amount of time – and that immediate termination of your employment was the proper course of action to avoid further damage to the Company or its reputation.

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While the Company considers your termination to have been for Cause pursuant to the Executive Employment Agreement, as a show of good faith, the Company is willing to provide you with a severance payment equal to two months' of your base salary at the time of your termination in exchange for a release of claims in a form to be provided. The Company will provide you with a neutral employment reference, stating only your dates of employment and title, and will allow you to state that you voluntarily resigned from your employment.

Please consider this offer and provide your response to me within ten (10) business days. Should you wish to discuss this matter further, please contact me, or have your counsel contact me, at (973) 467-1325 or [hadelman@hdrbb.com](mailto:hadelman@hdrbb.com).

Sincerely,



Heather A. Adelman

cc: Isaac Lefkowitz (via e-mail)